



JANE DEE HULL  
Governor

MARY E PETERS  
Director

# ARIZONA DEPARTMENT OF TRANSPORTATION

## INTERMODAL TRANSPORTATION DIVISION

206 South 17th Avenue, Mail Drop 616E  
Phoenix, Arizona 85007-3213  
Phone (602) 255-8088



THOMAS G. SCHMITT  
State Engineer

E. JACK HAMMITT  
Joint Project Administrator

22 July, 1998

Mr. Ty Hofflander, Traffic Engineer  
City of Chandler  
200 E. Commonwealth  
Chandler, AZ 85225002

Re: ADOT ECS File JPA 97-122  
AZTech Project /TRACS No.: H4450 01X  
**Amendment One**

Dear Mr. Hofflander:

Conditions have changed since the production of the AZTech agreement (enclosed). We may use this instrument to reflect those changed conditions.

Therefore; on page 2, under Scope of Work, the following paragraphs are added:

1. City will:

f. "Issue a contract with its signal system vender and coordinate the upgrade of its traffic control system to provide the AZTech system server with volume, occupancy, speed data and remote command and control functionality."

g. "Submit to the State, an invoice for the software development necessary to achieve the referenced task, estimated to be \$35,000.00."

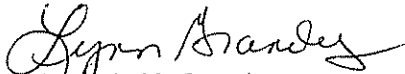
2. State will:

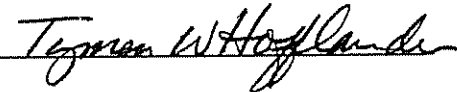
f. "Reimburse the City for the invoiced amount necessary to complete the software development for the AZTech system interface, which will provide volume, occupancy, speed data and command and control functionality, estimated to be \$35,000.00."

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence by signing in the space provided below and return one original to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8088 or Mr. Jim Decker at (602) 340-8250.

Sincerely,

Concur for City of Chandler

  
Lynn A. M. Grandy  
Joint Project Coordinator

By   
August 17, 1998  
(date)

ltradnd  
Encl.

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA,  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 10 December 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR AND CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108, 28-112 and 28-114 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572, to enter into this agreement and has by resolution agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The US Department of Transportation has allocated \$7,500,000.00 to the metropolitan Phoenix area to be administered by the State and Maricopa County to accomplish the program via a State, City and private sector partnership known as the "AZTech Project", for the expressed purpose of implementing an Integrated Regional Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area and involve State, City, regional and local jurisdictions.

NO. 2209.6  
Filed with the Secretary of State  
Date Filed: 12/10/97

Betty Boyles  
Secretary of State

By: Wick Gruenewald

4. The AZTech concept is to integrate the existing intelligent transportation infrastructure into a regional system. The State with Maricopa County, regional and local jurisdictions, are jointly developing the AZTech Project to establish and implement an integrated traveler information system for the multimodal traveler. The Project will enhance the transportation management systems for the Phoenix metropolitan area by providing up-to-the-minute travel information and facilitate signal coordination across jurisdictional boundaries, thereby providing increased safety and improved regional mobility.

5. The State and City are working together with other AZTech Project partners in a common goal of coordinating traffic management systems in direct consideration of a regional transportation system.

6. The State and the City have identified potential areas where Intelligent Transportation System (ITS) technology can be applied to improve traffic management and establish a Traffic Traveler Information System in the valley for the AZTech Project. The intent of this agreement is to define the terms of the parties with regard to respective responsibilities, related to the Traffic Traveler Information System. The term of the AZTech Project is 5 years.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE

1. The City will:

a. Provide representatives to the AZTech Project committees and working groups. Allow for and assist in the communication between the Traffic Operation Centers (TOCs). Allow timely access to the City's traffic system data bases. Participate in the development and implementation of a system evaluation plan. Participate in the development and implementation of multi-jurisdictional signal system timing plans and establish inter-operability between City, State and other jurisdictions. Participate in system training as required.

b. Participate in the installation of the initial KIOSK at the State's expense, at an estimated cost of \$20,000.00 per KIOSK, at the location proposed by the City and agreed upon by the State. Provide ongoing operations support and maintenance for the 5 year duration of the AZTech Project and be responsible for all costs beyond the initial expenditure by the State. Be responsible for additional KIOSKS at a fifty percent (50%) match, at an estimated cost of \$10,000.00 per KIOSK, at the location proposed by the City and agreed upon by the State, provided additional funding is available through the AZTech Project, should the City desire additional KIOSKS.

c. Be responsible for all data communications cost beyond the initial 36 month implementation of the AZTech program, at an estimated cost of \$550.00/month. At the end of the initial 36 month period, the City may negotiate with U S West Communications, (the video and data services provider), for video and data service needs beyond the initial implementation period at the current or a reestablished service level.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

2. The State will:

a. Allow timely access to the AZTech Server System data base, which includes volume, occupancy and speed data to facilitate integration into the AZTech Project. Participate in the development and execution of a system evaluation plan.

b. Provide assistance to the City, in project planning, design review and construction, to the extent necessary, to implement the AZTech Traffic Traveler Information System.

c. Be responsible for the initial KIOSK, at an estimated cost of \$20,000.00 per KIOSK. Support and maintain all operating systems and traveler information software on the AZTech KIOSKS, at an estimated cost not to exceed \$3,000.00 per KIOSK, for the 5 year duration of the AZTech Project. Be responsible for additional KIOSKS at a fifty percent (50%) match, at an estimated cost of \$10,000.00 per KIOSK, at the location proposed by the City and agreed upon by the State, provided additional funding is available through the AZTech Project, should the City desire additional KIOSKS.

d. Be responsible for all data communications costs between traffic operations centers for the initial 36 month implementation of the AZTech program, at an estimated cost not to exceed \$20,000.00.

e. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until 30 June 2003, or until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All legal notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Chandler  
Public Works Department  
215 E Buffalo  
Chandler, AZ 85225

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

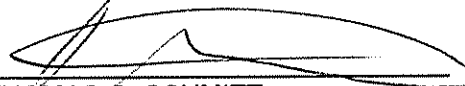
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF CHANDLER**

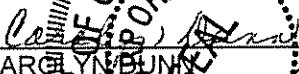
By   
JAY TIBSHRAENY  
Mayor

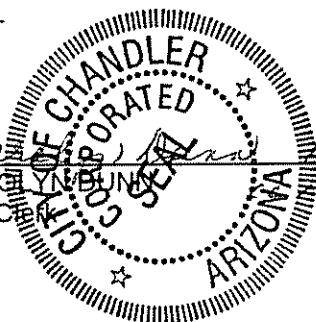
**STATE OF ARIZONA**

Department of Transportation

By   
THOMAS G. SCHMITT  
State Engineer

ATTEST

By  10-14-97  
CAROLYN BUNKER  
City Clerk 10-9-97

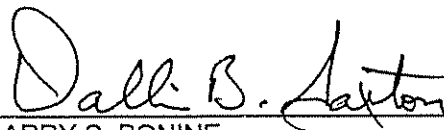


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RESOLUTION

BE IT RESOLVED on this 6th day of August 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Chandler, for the purpose of defining responsibilities to jointly develop the AZTech Project, establish and implement an integrated traveler information system for the multimodal traveler.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 2725

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER,  
ARIZONA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR  
IMPLEMENTATION OF AN INTEGRATED REGIONAL ADVANCED  
TRAVELER INFORMATION SYSTEM

WHEREAS, the US Department of Transportation has allocated \$7,500,000 to the metropolitan Phoenix area to be administered by the State and Maricopa County for implementing and demonstrating an integrated regional advanced traveler information system; and

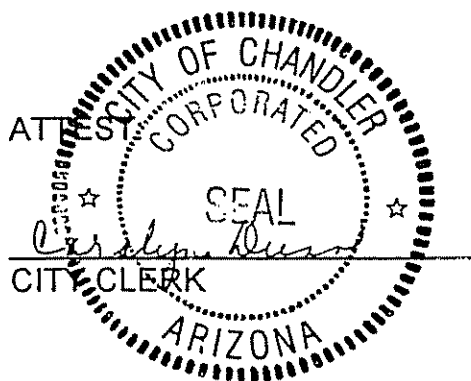
WHEREAS, cooperation of the City of Chandler and other local governments in the Phoenix area is necessary for successful implementation of the system; and

WHEREAS, residents throughout the metropolitan Phoenix area will benefit from the coordination of transportation services and provision of traveler information afforded by implementation of the system;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. That certain "INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF CHANDLER" relating to implementation and demonstration of an integrated regional advanced traveler information system in the metropolitan Phoenix area is hereby approved; and
2. The Mayor is hereby authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Chandler, Arizona, this 9 day of October, 1997.



  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 2725 was duly approved, passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 9 day of October, 1997 and that a quorum was present thereat.

Carolyn Dunn  
CITY CLERK

APPROVED AS TO FORM:

Dennis M. O'Neill  
CITY ATTORNEY



APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 14th day of October, 1997.

Dennis M. O'Neill

City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-2101TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 4, 1997.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/9266

Enc.